You agree that we may take posse ion of personal property left in or on the Property securing this Contract and taken into possession as provided above. You may have a right to recover that property.

If the Property has an electronic tracking device, you agree that we may use the device to

Obligations Independent. Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- You must pay this Contract even if someone else has also signed it.
- We may release any co-buyer or guarantor and you will still be obligated to pay this
- We may release any security and you will still be obligated to pay this Contract.
- If we give up any of our rights, it will not affect your duty to pay this Contract.
- If we extend new credit or renew this Contract, it will not affect your duty to pay

Warranty. Warranty information is provided to you separately.

## Security Agreement

Security. To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle and in all other Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

Duties Toward Property. By giving us a security interest in the Property, you represent and agree to the following:

- You will defend our interests in the Property against claims made by anyone else. You will keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- You will keep the Property in your possession and in good condition and repair. You will use the Property for its intended and lawful purposes.
- You agree not to remove the Property from the U.S. without our prior written
- You will not attempt to sell the Property, transfer any rights in the Property, or grant another ken on the Property without our prior written consent
- You will pay all taxes and assessments on the Property as they become due.
- You will notify us with reasonable promptness of any loss or damage to the Property.
- You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the

Agreement to Provide Insurance. You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the Insurance Disclosures seeting, or as we will otherwise require. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do hat cover the appoints you still owe us, you will pay the difference. You will keep the incurance in full force and effect until this Contract is paid in

Unless you provide evidence of the insurance coverage required by this Contract, we may purchase insurance at your expense to protect our interests in the Property. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the Property. You may later cancel any insurance purchased by us, but only after providing evidence that you have obtained insurance as required. If we purchase insurance for the Property, you will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

Gap Waiver or Gap Coverage. In the event of theft or damage to the Vahicle that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You have the option of purchasing Gap Waiver or Gap Coverage to cover the gap tability, subject to any conditions and exclusions in the Gap Weiver or Gap Coverage agreements.

The Authoritative Copy of this record is held at NA3.docusign.net

## Notices

Note. If the primary use of the Vehicle is non-consumer, this is not a consumer contract, and the following notice does not apply. NOTICE. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If you are buying a used vehicle: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Sí compra un vehículo usado: La información que ve adherida en la ventanilla forma parte de éste contrato. La información contenida en el formulario de la ventanilla prevalece por sobre toda;otra disposición en contrario incluida en el contrato de compraventa.

Oral agreements or commitments to loan manay, extend credit or to forbear from enforcing repayment of a debt including promises

To protect you

15 U.:

Code

1692

(a)

(borrower(s)) and us (creditor)

olsáppolnuniem, any agisements we feach covernig such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

Emissions Inspection Notice of the vehicle is subject to Missouri emissions inspection and the Seller sells it to you without prior inspection and approval, you may: (1) return the Vehicle within 10 days, provided it has no more than 1,000 additional miles since the time of sale, to have the Seller repair the Vehicle and provide an emissions certificate and sticker within five working days if the Vehicle fails, upon inspection, to meet the emissions standards, or (2) enter into any mutually acceptable agreement with the Seller.

## Third Party Agreement

(This section applies ONLY to a person who will have an ownership interest in the Property but is NOT a Buyer obligated to pay this Contract ("Third Party Owner").)

In this section only, "you" means only the person signing this section.

By signing below you agree to give us a security interest in the Property described in the Description of Property section. You also agree to the terms of this Contract except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend or change this Contract, or release any party or Property without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract.

N/A N/A Date

Signature of Third Party Owner (NOT the Buyer)

## Signature Notices

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

15 U.S Code 8 1605 (a)(2)

15 U.S

Code §

1611

Retail Installment Contract-MO Not for use in transactions secured by a dwelling.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM, CONSULT YOUR OWN LEGAL, COUNSEL

 $(/\!\!/\!\!\!/$ RSSIMVLFLZMO 1/1/2020 Bankers Systems® Case: 4:21-cv-01173-HEA Doc. #: 1-4 Filed: 09/30/21 Page: 2 of 2 PageID #: 11

**CHARNEE ANDERSON** 920 KINGSBROOK LN FLORISSANT, MO 63031

1930 W Rio Salado Pkwy, Tempe, AZ 85281



# 1930

Date:

Sep 21, 2021

Bill To:

**CARVANA** 

Payment Terms:

PAY IMMEDIATELY

Due Date:

Sep 21, 2021

**Balance Due:** 

\$115,636.78

Item	Quantity	Rate	Amount
VIOLATION OF 15 U.S. Code § 1611	1	\$5,000.00	\$5,000.00
VIOLATION OF 15 U.S. Code § 1692j (a)	1	\$1,000.00	\$1,000.00
VIOLATION OF 15 U.S. Code § 1605 (a)	1	\$5,000.00	\$5,000.00
VIOLATION OF 15 U.S. Code § 1662 (2)	1	\$5,000.00	\$5,000.00
VIOLATION OF 15 U.S. Code § 1605 (a) (5)	1	\$5,000.00	\$5,000.00
VIOLATION OF 15 U.S. Code § 1692f (6) (A)	1	\$1,000.00	\$1,000.00
CASE FILLING PERSUANT TO 15 U.S. Code § 1640(a) (2) (A) (i)	1	\$88,636.78	\$88,636.78
VIOLATION OF 15 U.S. Code § 1635 (a)	1	\$5,000.00	\$5,000.00

Subtotal:

\$115,636.78

Tax (0%):

\$0.00

Total:

\$115,636.78